# 132076

# CH \$40,00

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/02/2010	National Association:

### **RECEIVING PARTY DATA**

Name:	Anchor Glass Container Corporation
Street Address:	401 E. Jackson Street
Internal Address:	Suite 2800
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	CORPORATION:

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1320769	G

### **CORRESPONDENCE DATA**

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2123108000

Email: justin.d.lee@weil.com, suzanne.inglis@weil.com

Correspondent Name: Justin D. Lee

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	42165.0129.J.D.LEE
NAME OF SUBMITTER:	Justin D. Lee
Signature:	/Justin D. Lee/

TRADEMARK REEL: 004161 FRAME: 0328

900156319

Date:	03/04/2010
Total Attachments: 4 source=BofA - Release of Security Interest	in Trademarks_43322727_2#page2.tif in Trademarks_43322727_2#page3.tif

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of March 2, 2010 ("Effective Date") in favor of Anchor Glass Container Corporation ("Grantor") by Bank of America, N.A., as collateral agent for the Revolving Facility Secured Parties (in such capacity, the "Revolving Facility Collateral Agent").

WHEREAS, Grantor and the Revolving Facility Collateral Agent entered into that certain Revolving Pledge and Security Agreement, dated as of May 3, 2006, as amended by the Amended and Restated Pledge and Security Agreement, dated as of June 20, 2008 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, mortgaged, pledged and hypothecated to the Revolving Facility Collateral Agent for the benefit of the Revolving Facility Secured Parties, and granted to the Revolving Facility Collateral Agent for the benefit of the Revolving Facility Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party (other than any Excluded Property), including, without limitation, those referred to on *Schedule A* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

**WHEREAS,** the Trademark Security Agreement, dated as of May 3, 2006, as amended by the Amended and Restated Trademark Security Agreement, dated as of June 20, 2008, was recorded with the United States Patent and Trademark Office on June 26, 2008, at Reel 3803, Frame 0968; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Revolving Facility Collateral Agent.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Revolving Facility Collateral Agent hereby: (i) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, and (ii) re-assigns any right, title and interest it may have in, to and under the Trademark Collateral to Grantor.

The Revolving Facility Collateral Agent shall, at Grantor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

Unless otherwise defined herein, capitalized terms used herein have the meaning given to them in the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Revolving Facility Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A., as Revolving Facility Collateral Agent under the Security Agreement

By:

Name

Title:

CUP

[SIGNATURE PAGE - RELEASE OF SECURITY INTEREST IN TRADEMARKS]

# **SCHEDULE A**

# REGISTERED TRADEMARKS

Trademark	Registration No.	Registration Date	Next Action Due
Anchor Design	1,320,769	2/19/1985	Renewal – February 2015

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**RECORDED: 03/04/2010**